

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE  
NO. 5,

—and—

CITY OF PHILADELPHIA

14-0077  
Grievance No. 13-0139

Grievant: Marques Newsome

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Marques Newsome ("Newsome") was employed by the City and is a member of the bargaining unit represented by the FOP; and,

WHEREAS, in November, 2013, Newsome was charged with a violation of Section 1-§026-10 of the Disciplinary Code and was dismissed;

WHEREAS, Newsome initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

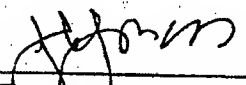
WHEREAS, the parties wish to resolve this matter without resort to further litigation;


NOW, THEREFORE, the parties agree as follows:

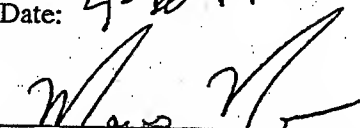
1. The City agrees to reinstate Newsome to his position of Police Lieutenant. Newsome **will not** be entitled to any back pay. Grievant shall retain his original seniority date as it applies to time accruals and promotional testing. Grievant must complete all back MPO certification classes and maintain MPO certification. This reinstatement is contingent upon Grievant's successful passing of a pre-hiring medical examination and an Internal Affairs background check; and.
2. Upon Grievant's reinstatement as outlined in Paragraph 1, the period of time from his dismissal to the full execution of this Settlement Agreement and Release shall be treated as an unpaid leave of absence; and

3. In regards to longevity, as it applies for pension purposes, the Grievant may, to the extent that he may be permitted by applicable rules and regulations, purchase at his own expense any pension-related benefit that would have accrued during the period between his termination and reinstatement; and.
4. If Grievant received no compensation for accumulated sick time at the time of his termination, the balance of accrued sick time at time of termination shall be reinstated following his reinstatement; and
5. Grievant shall be credited sick and vacation time from the date of his termination to the date of his reinstatement.
5. In consideration of the foregoing, the FOP and Newsome agree to withdraw the grievance and demand for arbitration in this matter.
6. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.
7. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.
8. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.
9. In further consideration of the foregoing, the FOP and Newsome, and their agents, assigns, heirs, and representatives, release the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or related to, the subject matter of the grievance.
10. By entering into this Agreement and in exchange for the promises made herein, Newsome, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Newsome in connection with the Grievance described above.

WHEREFORE, the FOP, the City, and Newsome, intending to be legally bound by this Agreement, enter into this Agreement this 16<sup>th</sup> day of April, 2014, as evidenced by their signatures or the signatures of their representatives below.

  
Fraternal Order of Police,  
Lodge No. 513-21  
Date: 4/16/14

  
Philadelphia Police Department  
Date: 4/16/14

  
Marques Newsome  
Date: 4/16/14